

AGREEMENT

Between

THE MISSOURI & NORTHERN ARKANSAS RAILROAD

And

THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

EXTRA BOARD (S) WORK/REST CYCLE PROGRAM

This Agreement creates a scheduled work/rest cycle for employees assigned to the _____ Extra Board as follows:

IT IS AGREED:

1. On the effective date of this Agreement, employees assigned to the _____ Extra Board will be assigned to work/rest cycles by the Carrier, in accordance with this agreement and rules governing the bidding process. A work/rest cycle is defined as a predetermined number of consecutive working/available days (work cycle) followed by a number of consecutive rest days (rest cycle). A rest cycle is defined as a predetermined number of consecutive days during which an employee can be absent from work (regular days off). The ratio of working/available days to rest days for this board shall be 9 work/available days to 3 rest days.

1.1 Initial implementation will begin on _____, 2003 and the bid process will be initiated by a "Sadie Hawkins" bid process in accordance with bid rules in effect on the effective date of this agreement.

2. Beginning 8 hours before the start of a rest cycle (Start time 0600), employees who are scheduled to begin that rest cycle, and who choose to exercise their rest windows will be used on assignments that are scheduled to tie up at their home terminal.

2.1. Beginning 8 hours before the beginning of a rest cycle, an employee who chooses to exercise his rest window and who is not first out on the extra board may be called for service described in paragraph 2 of this Agreement ahead of other employees on this extra board. When such employee becomes first out, he may, within the final 8 hours before the beginning of a rest cycle, be run around by employees who are following that employee on the extra board if it is determined by MNA Train Management that the first-out employee could be

used in service described in paragraph 2 of this Agreement at a later time, but before the expiration of the final 8 hours of his work cycle. Once the employee being held at first out is run around by a following employee, the first-out employee may only be used in service described in paragraph 2 of this Agreement and may not be used in regular service. When employees are used as described in this paragraph, no employee will have any claim for being run around.

2.1.1 There will be no claim or grievance generated by virtue of the proper utilization of employees in accordance with paragraph 2.1 when the employees are used out of rotation.

2.2. An employee who desires to lay off to exercise his rest cycle must inform the MNA Train Management of his desire to lay off and the duration of the layoff, not less than 8 hours prior to the desired time off during the rest cycle. Employee will be automatically marked back to service at the required time except as contained in Paragraph 3 of this Agreement.

3. Except as provided in paragraph 2.2, rest cycles will begin at 0600 hours or upon tie up from previous duty, whichever is later. Employees who choose to mark up before the expiration of the full rest cycle, may do so, by verbally notifying MNA Train Management and marking up to the Supplemental Board.

3.1. An employee returning from his rest cycle will be subject to call two hours prior to the end of his rest cycle, for assignments that begin on or after the 0600 work cycle time.

3.1.1 The latest on-duty time will be one minute before the end of the individual employee's work cycle.

3.2 If the employee works into his rest cycle, he will be afforded the full 72 hours, if he so desires.

3.3 Employees returning to work from a rest cycle or a supplemental board while on a rest cycle will be placed **first out**, except when the employee has performed service within the previous 12 hours.

4. Employees exercising seniority onto this extra board must displace the junior employee and will assume the work/rest cycle of the employee to which they displace.

5. Employees who hold positions on this work/rest cycle extra board will be allowed to float single vacation days onto their scheduled rest cycle, provided that the vacation day has been pre-approved.

6. In recognition that this is a trial program, issues and grievances related to this Agreement should be immediately brought to the attention of the appropriate Local Chairman. The subject matter of the issues and grievances will be handled in an

expeditious manner with MNA Management. Either party may call a review meeting to cover specific problems that may arise.

- 7. Any existing extra board rest cycle program agreement applicable to this extra board is suspended simultaneously with the effective date of this Agreement.
- 8. This Agreement only modifies existing agreements to the extent set forth, and all other schedule rules, agreements and/or other rights remain in effect.
- 9. This Agreement may be cancelled by either party serving ten days written notice on the other party.

Effective date of this Agreement: _____, 2003

For the Carrier:

For the Brotherhood:

Local Chairman

General Chairman

Job	WEEK 1							WEEK 2						
	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	Off	Off	Off	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Off	Off
2	Wk	Off	Off	Off	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Off
3	Wk	Wk	Off	Off	Off	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk
4	Wk	Wk	Wk	Off	Off	Off	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk
5	Wk	Wk	Wk	Wk	Off	Off	Off	Wk	Wk	Wk	Wk	Wk	Wk	Wk
6	Wk	Wk	Wk	Wk	Wk	Off	Off	Off	Wk	Wk	Wk	Wk	Wk	Wk
7	Wk	Wk	Wk	Wk	Wk	Wk	Off	Off	Off	Wk	Wk	Wk	Wk	Wk
8	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Off	Off	Off	Wk	Wk	Wk	Wk
9	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Off	Off	Off	Wk	Wk	Wk
10	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Off	Off	Off	Wk	Wk
11	Off	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Off	Off	Off	Wk
12	Off	Off	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Off	Off	Off

Job	WEEK 3							WEEK 4						
	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	Off	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Off	Off	Off	Wk
2	Off	Off	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Off	Off	Off
3	Off	Off	Off	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Off	Off
4	Wk	Off	Off	Off	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Off
5	Wk	Wk	Off	Off	Off	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk
6	Wk	Wk	Wk	Off	Off	Off	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk
7	Wk	Wk	Wk	Wk	Off	Off	Off	Wk	Wk	Wk	Wk	Wk	Wk	Wk
8	Wk	Wk	Wk	Wk	Wk	Off	Off	Off	Wk	Wk	Wk	Wk	Wk	Wk
9	Wk	Wk	Wk	Wk	Wk	Wk	Off	Off	Off	Wk	Wk	Wk	Wk	Wk
10	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Off	Off	Off	Wk	Wk	Wk	Wk
11	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Off	Off	Off	Wk	Wk	Wk
12	Wk	Wk	Wk	Wk	Wk	Wk	Wk	Wk	wk	Off	Off	Off	Wk	Wk